

REMARKS

Claims 1-26 are pending.

Claims 27-30 have been added.

In the Office Action dated March 12, 2009, claims 1-20 were rejected under 35 U.S.C. § 101; claims 21 and 25 were rejected under 35 U.S.C. § 112, § 2; claims 1-6, 7, 11, 21, 22, and 23 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2003/0065546 (Gorur) in view of U.S. Patent No. 7,313,533 (Chang); claims 8 and 9 were rejected under 35 U.S.C. § 103(a) as unpatentable over Gorur in view of Chang, and further in view of U.S. Patent Application Publication No. 2004/0210540 (Israel); claims 12 and 24 were rejected under 35 U.S.C. § 103(a) as unpatentable over Gorur in view of Chang, and further in view of U.S. Patent No. 7,9020,869 (Abrari) and Chen; claims 13, 14, 19, 25, and 26 were rejected under 35 U.S.C. § 103(a) as unpatentable over Gorur in view of Abrari, and further in view of Chang; claim 15 was rejected under 35 U.S.C. § 103(a) as unpatentable over Gorur in view of Abrari and Chang, and further in view of Israel; claim 16 was rejected under 35 U.S.C. § 103(a) as unpatentable over Gorur in view of Abrari and Chang, and further in view of Chen; and claims 17, 18, and 20 were rejected under 35 U.S.C. § 103(a) as unpatentable over Gorur in view of Abrari and Chang, and further in view of Chen.

REJECTION UNDER 35 U.S.C. § 101

Independent method claims 1 and 13 have been amended to recite that the tasks of the claim are performed by a computer, thereby tying the method claims to a machine or apparatus. Therefore, the § 101 rejection of these method claims has been overcome.

Withdrawal of the § 101 rejection is respectfully requested.

REJECTION UNDER 35 U.S.C. § 112, ¶ 2

The Office Action objected to “a computer-readable storage medium configured to provide software” as not explicitly stating that the software is contained on the computer-readable medium. Applicant has amended independent claims 21 and 25 to recite that a “computer-readable storage medium containing software.” Therefore, it is respectfully submitted that the § 112 rejection has been overcome.

Withdrawal of the § 112 rejection is respectfully requested.

REJECTION UNDER 35 U.S.C. § 103 OVER GORUR AND CHANG

1. Claims 1-3, 6, 11, 21, 22.

The obviousness rejection of claim 1 over Gorur and Chang is defective.

To make a determination under 35 U.S.C. § 103, several basic factual inquiries must be performed, including determining the scope and content of the prior art, and ascertaining the differences between the prior art and the claims at issue. *Graham v. John Deere Co.*, 383 U.S. 1, 17, 148 U.S.P.Q. 459 (1965). Moreover, as the U.S. Supreme Court held, it is important to identify a reason that would have prompted a person of ordinary skill in the art to combine reference teachings in the manner that the claimed invention does. *KSR International Co. v. Teleflex, Inc.*, 127 S. Ct. 1727, 1741, 82 U.S.P.Q.2d 1385 (2007).

Claim 1 recites a method of visualizing business agreement interactions, where the method comprises:

- dividing parties into at least three types;
- displaying one or more parties of a first type as nodes in a first region of a view window;
- displaying one or more parties of a second type as nodes in a second region of the view window;
- displaying one or more parties of a third type as nodes in a third region of the view window, wherein the third region is at least substantially between the first and second regions; and
- displaying agreements between parties as lines between corresponding nodes.

As correctly noted by the Examiner, Gorur fails to disclose parties of at least three different types. 03/12/2009 Examiner's Answer at 6. In fact, Gorur teaches that peer-to-peer contract relationships are depicted in a user interface screen 300 depicted in Fig. 3. The peer-to-peer contract relationships represented by the user interface screen 300 of Gorur is focused on the fact that Gorur contemplates just two different types of parties: provider and customer. Therefore, the issues associated with different parties of at least three types having to be represented in a view window in different regions of the view window clearly are not contemplated by Gorur.

Although Chang in column 7 refers to parties P1-P4, there is absolutely no hint given in Chang that the nodes corresponding to these parties P1-P4 would be displayed in different regions of a view window. Therefore, a person of ordinary skill in the art looking to the teachings of Gorur and Chang would clearly not have been led to the claimed invention.

Since the hypothetical combination of Gorur and Chang does not teach or hint at all elements of claim 1, it is respectfully submitted that the obviousness rejection of claim 1 and its dependent claims is defective.

Moreover, no reason existed that would have prompted a person of ordinary skill in the art to combine the teachings of Gorur and Chang to achieve the claimed invention. As noted above, Gorur specifically teaches peer-to-peer contract relationships, as depicted in user interface screen 300 in Fig. 3 of Gorur. Thus, Gorur contemplates just two different types of parties: provider and customer. There would have been absolutely no reason to display more parties in the user interface screen 300 of Gorur, since Gorur is focused on peer-to-peer contract relationships. Thus, a person of ordinary skill in the art would have found no reason to combine the teachings of Gorur and Chang.

In the Response to Arguments section of the 07/21/2008 Office Action, the Examiner argued that Gorur discloses user A in the left region of the screen in Fig. 3, user F in the right region, and user B in the middle region of the screen. 7/21/2008 Office Action at 18. Although multiple users are depicted in the screen of Gorur, the description accompanying Fig. 3 of Gorur makes it clear that only two types of parties are contemplated: provider and customer. User A in the Fig. 3 screen of Gorur is a provider, user B is a customer, and user F is a customer. This is consistent with the specific teaching by Gorur that only peer-to-peer contract relationships are depicted in Fig. 3. Thus, the teaching in Gorur regarding display of multiple users in the screen of Gorur does not provide any teaching or hint of displaying parties of three types in a view window.

In the Response to Arguments section of the Examiner's Answer, the Examiner argued that "the type of party being displayed does not change the function of a plurality of parties having business agreements with one another being displayed in a view window." Examiner's Answer at 24. The Examiner further stated that "Gorur et al. is fully capable of displaying parties of a plurality of types that enter into agreements with one another." *Id.*

These assertions by the Examiner are contradicted by the specific teachings of Gorur that **peer-to-peer** contract relationships are depicted in a user interface screen 300 of Fig. 3 of Gorur. The proposed modification of Gorur made by the Examiner would actually change the principle of operation of Gorur, which is focused on depicting peer-to-peer contract relationships.

The only apparent basis for the modification of Gorur and Chang proposed by the Examiner is based on impermissible hindsight that has benefited from the disclosure of the present invention. Without the disclosure of the present invention, a person of ordinary skill in the art would not have been led by Gorur and Chang to display nodes representing parties of at least **three types** in different regions of a view window, where a third region is at least substantially between the first and second regions.

In view of the foregoing, the obviousness rejection of claim 1 and its dependent claims is clearly defective. Also, the obviousness rejection of independent claim 21 and its dependent claims is also similarly defective.

2. Claim 4.

Claim 4 depends from claim 1 and is therefore allowable for at least the same reasons as claim 1. Claim 4 further recites that the first region is an arc of a circle, and the second region is an opposing arc of the circle. The Examiner conceded that Gorur and Chang fail to disclose these features of claim 4. Examiner's Answer at 9. However, the Examiner argued that "it would have been an obvious matter of design choice to have the first region be represented as an arc of a circle and have the second regions be represented as an opposing arc of the circle, since applicant has not disclosed that having the regions [sic] being represented in an arc form solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the regions being represented in any other form." *Id.*

The representation of parties on arcs of a circle is beneficial in the context of the invention because the invention is displaying parties of three types. This is contrasted to what is taught by Gorur, which teaches merely peer-to-peer relationships and depicts parties of two types. The statement that the subject matter of claim 4 would be an "obvious matter of design choice" is clearly incorrect, as a person of ordinary skill in the art would have absolutely found no reason to depict the peer-to-peer relationships of Gorur on arcs of a circle, as doing so would

make no sense in the context of Gorur. Therefore, a person of ordinary skill in the art would not have been led to the claimed invention by the teachings of Gorur and Chang.

The Response to Arguments section of the Examiner's Answer stated that the "regions being represented in arc form fails to solve any stated problem nor is for any particular purpose and it appears that the invention would perform equally well with the regions being represented in any other form . . ." *Id.* at 24. That statement is incorrect, since representation of parties on arcs of a circle is clearly beneficial in the context of the invention because the invention is displaying parties of at least three types, in contrast to Gorur, which teaches merely peer-to-peer relationships and depicts parties of two types.

Claim 4 is therefore further allowable for the foregoing reason.

3. Claim 5.

Claim 5 depends from claim 4 and is therefore allowable for at least the same reasons as claim 4. Moreover, claim 5 recites that a third region is a circle diameter that separates the first and second regions. Again, the arrangement of Fig. 5 in which the three regions include an arc of a circle, an opposing arc of the circle, and a circle diameter that separates first and second regions, is beneficial in the context of having to depict at least three types of parties. Such an arrangement would be completely unnecessary, and even undesirable, in the context of Gorur, which displays just two types of parties.

Claim 5 is therefore further allowable for the foregoing reason.

4. Claims 7, 23.

Claims 7 and 23 depend from base claims 1 and 21, respectively, and are therefore allowable for at least the same reasons as the base claims. Moreover, claim 7 further recites that the lines (representing agreements between parties) are displayed with at least one characteristic indicative of whether a violation of a corresponding agreement has occurred. With respect to claim 7, the Examiner cited Chang, column 4, lines 27-30. Examiner's Answer at 10. Although this passage refers to using a KPI (key performance indicator) value to determine whether a business commitment has been violated based on evaluation results, there is absolutely no hint given in Chang, or in Gorur, of lines (representing agreements between parties) being displayed

with at least one characteristic indicative of whether a violation of a corresponding agreement has occurred.

Without any basis in the objective evidence, the Examiner asserted that "it would have been obvious to modify the display of business agreements between parties of Gorur et al. to include indicating whether a violation of agreement has occurred of Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated." *Id.* at 26. Again, the only apparent basis for this assertion is based on the teachings of the invention—Chang would have provided absolutely no hint of lines representing agreements between parties displayed with at least one characteristic indicative of whether a violation of the corresponding agreement has occurred.

Claim 7 and 23 are therefore further allowable for the foregoing reason.



REJECTION UNDER 35 U.S.C. § 103 OVER GORUR IN VIEW OF CHANG AND ISRAEL

1. Claim 8.

In view of the allowability of base claim 7 over Gorur and Chang, it is respectfully submitted that the obviousness rejection of claim 8 over Gorur, Chang, and Israel is defective.

Moreover, claim 8 recites that agreements between parties are displayed as lines between corresponding nodes, that the lines are displayed with at least one characteristic indicative of a whether a violation of a corresponding one of the agreements has occurred, and that the at least one characteristic is color. The Examiner conceded that Gorur and Chang fail to disclose displaying lines with a color indicative of whether a violation of a corresponding one of the agreements has occurred. Examiner's Answer at 11. Instead, the Examiner cited Israel, and in particular, to ¶ [0198] of Israel. This passage of Israel refers to different colors associated with the status of a dispute between two parties. Indicating the status of a dispute is completely different from indicating with color whether a violation of an agreement has occurred. Therefore, Israel provides absolutely no hint of the subject matter of claim 8 that the Examiner has conceded as missing from Gorur and Chang.

Therefore, claim 8 is clearly allowable over Gorur, Chang, and Israel.

2. Claim 9.

In view of the allowability of base claim 7 over Gorur and Chang, it is respectfully submitted that the obviousness rejection of claim 9 over Gorur, Chang, and Israel has also been overcome.

Claim 9 recites that agreements between parties are displayed as lines between corresponding nodes, that the lines are displayed with at least one characteristic indicative of whether a violation of a corresponding one of the agreements has occurred, and that the at least one characteristic is animation. The Examiner conceded that this feature of claim 9 is missing from Gorur and Chang, and instead, cited to ¶ [0198] of Israel, which teaches use of colors to indicate the status of a dispute between parties. Examiner's Answer at 12. The Examiner conceded that Israel fails to disclose that the characteristic is animation. *Id.* However, the Examiner stated that use of animation would have been an obvious matter of design choice.

The Examiner's statement is incorrect. As discussed above in connection with claim 8, the color assigned in Israel is used to display the status of a dispute, not to indicate whether a violation of an agreement between parties has occurred. Moreover, use of color does not provide any hint whatsoever of use of animation, as recited in claim 9. The only basis for the Examiner's allegation of obviousness appears to be the teachings of the invention, with the Examiner citing to no objective evidence of record that would have hinted that animation can be used to indicate whether a violation of an agreement between parties has occurred. Therefore, claim 9 is further allowable for the foregoing reasons.

REJECTION UNDER 35 U.S.C. § 103 OVER GORUR, CHANG, ABRARI AND CHEN

1. Claims 12, 24.

In view of the allowability of base claims 1 and 21 over Gorur and Chang, it is respectfully submitted that the obviousness rejection of dependent claims 12 and 24 over Gorur, Chang, Abrari, and Chen is in error.

Claim 12 further recites the following:

- displaying agreement conditions between the one or more parties of the first type and a particular party of the third type as parallel lines in one window region;
- displaying agreement conditions between the one or more parties of the second type and the particular party of the third type as parallel lines in a second window region; and
- changing one or more of the parallel lines as a function of time to display violations as a function of time.

In the rejection of claim 12, the Examiner referred to column 4, lines 27-30, of Chang, which discloses providing notification of a violation of a business commitment. However, there is nothing in this passage of Chang to even remotely hint at displaying agreement conditions between one or more parties of a first type and a particular party of a third type as parallel lines in one window region, and displaying agreement conditions between one or more parties of the second type and the particular party of the third type as parallel lines in a second window region. Moreover, Chang provides absolutely no hint whatsoever of changing one or more of the parallel lines as a function of time to display violations as a function of time.

The Examiner further referred to Abrari and Chen as providing teachings that would have led a person of ordinary skill in the art to the claimed invention. Specifically, the Examiner cited the Abstract of Abrari, which teaches displaying a rule set as an editable list of conditions and an editable list of actions, where the conditions and actions are linked to each other by the combination of an editable list of if-values and an editable list of then-values. There is absolutely nothing here to even remotely hint at displaying agreement conditions between different parties in different window regions, and changing parallel lines as a function of time to display violations as a function of time.

The Examiner also cited to Chen, and specifically, to ¶ [0041] of Chen. The cited passage of Chen refers to screen layouts for displaying real-time service level performance information for software applications. However, displaying service level performance information of software applications has nothing to do with displaying agreement conditions between parties of different types in different window regions, and changing one or more parallel lines as a function of time to display violations as a function of time.

Therefore, claim 12 is further allowable for the foregoing reasons.

Claim 24 is similarly further allowable.

REJECTION UNDER 35 U.S.C. § 103 OVER GORUR, ABRARI AND CHANG

1. Claims 13, 14, 19, 25, 26.

It is respectfully submitted that the obviousness rejection of claim 13 over Gorur, Abrari, and Chang is clearly defective.

Claim 13 recites a method of visualizing business agreement interactions, comprising:

- displaying agreement conditions between a first party and one or more parties of a first type as one or more noncrossing groups of parallel lines in one region of a view window; and
- displaying agreement conditions between the first party and one or more parties of a second type as one or more noncrossing groups of parallel lines in a second region of a view window,
- wherein said lines are displayed with at least one characteristic indicative of whether a violation of a represented agreement condition has occurred.

Even if the three references could be hypothetically combined, the hypothetical combination of the references clearly would not have disclosed or hinted at the following feature of claim 13: "wherein said lines are displayed with at least one characteristic indicative of whether a violation of a represented agreement condition has occurred." The Examiner cited Chang as disclosing "indicating whether a violation has occurred," citing to column 4, lines 27-30, of Chang. Examiner's Answer at 17. This cited passage of Chang, as discussed above, refers to using a KPI value to determine whether a business commitment has been violated based on evaluation results. However, there is absolutely no hint given in Chang of displaying lines that represent agreement conditions with at least one characteristic indicative of whether a violation of a represented agreement condition has occurred.

Neither Abrari nor Gorur provides any hint of displaying lines that represent agreement conditions with at least one characteristic indicative of whether a violation of the represented agreement condition has occurred.

Therefore, even if the above references could be hypothetically combined, the hypothetical combination would not have led to the claimed invention.

Moreover, there did not exist any reason that would have prompted a person of ordinary skill in the art to combine the teachings of the references to achieve the claimed invention. As noted above, Gorur simply provides a simple view in Fig. 3 of peer-to-peer relationships between

providers and customers. There is absolutely no hint given in Gorur of any desirability to display lines between the entities with a characteristic indicative of whether a violation of a represented agreement condition has occurred. Although Chang makes reference to detecting violation of a business commitment, such detection is in the context of evaluating a KPI value, and has nothing to do with the visualization technique recited in claim 13. Therefore, a person of ordinary skill in the art would not have been led by Gorur, Abrari, and Chang to the claimed invention. Therefore, claim 13 and its dependent claims are non-obvious over these references.

Independent claim 25 and its dependent claims are similarly allowable over the cited references.

REJECTION UNDER 35 U.S.C. § 103 OVER GORUR, ABRARI, CHANG, AND ISRAEL

1. Claim 15.

In view of the allowability of base claim 13 over Gorur, Abrari, and Chang, it is respectfully submitted that the obviousness rejection of dependent claim 15 over Gorur, Abrari, Chang, and Israel has also been overcome. Moreover, as discussed above, Israel provides absolutely no hint of displaying lines with color to indicate whether a violation of a represented agreement condition has occurred. Israel relates to using color to indicate the status of a dispute between parties, and has nothing to do with indicating whether a violation of an agreement condition has occurred. Therefore, claim 15 is clearly allowable over the cited references.

REJECTION UNDER 35 U.S.C. § 103 OVER GORUR, ABRARI, CHANG, AND CHEN

1. Claim 16.

In view of the allowability of base claim 13 over Gorur, Abrari, and Chang, it is respectfully submitted that the obviousness rejection of dependent claim 16 over Gorur, Abrari, Chang, and Chen is also defective.

Claim 16 recites that displaying the agreement conditions is animated to show a violation occurrence sequence over time. The Examiner conceded that Gorur, Abrari, and Chang fail to disclose the animation feature of claim 16. Examiner's Answer at 19. However, the Examiner argued that this would have been "an obvious matter of design choice." *Id.* The Examiner also cited ¶ [0041] of Chen, which discloses screen layouts for displaying service level performance information of software applications. None of the cited references provide any teaching of displaying agreement conditions with an animation to show a violation occurrence sequence over time. The only basis for the allegation of obviousness is based on the teachings of the invention itself, which constitutes impermissible hindsight.

Therefore, claim 16 is clearly non-obvious over the cited references.

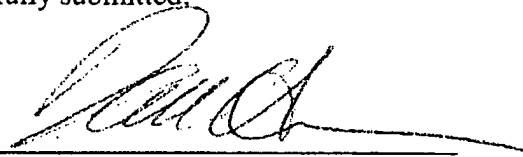


CONCLUSION

In view of the allowability of base claims, the obviousness rejections of dependent claims have also been overcome. Moreover, newly added dependent claims 27-30 are allowable for at least the same reasons as corresponding base claims.

Allowance of all claims is respectfully requested. The Commissioner is authorized to charge any additional fees and/or credit any overpayment to Deposit Account No. 08-2025 (200310663-1).

Respectfully submitted,



Date: May 12, 2009

Dan C. Hu  
Registration No. 40,025  
TROP, PRUNER & HU, P.C.  
1616 South Voss Road, Suite 750  
Houston, TX 77057-2631  
Telephone: (713) 468-8880  
Facsimile: (713) 468-8883